



BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

Guy M. Hicks
General Counsel

DEC 6 1999
December 6, 1999
EXECUTIVE SECRETARY

VIA HAND DELIVERY

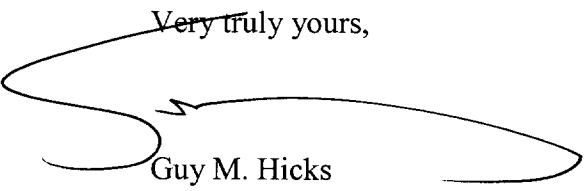
David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of NEXTLINK TENNESSEE LLC for Arbitration of
Interconnection with BellSouth Telecommunications, Inc.*
Docket No. 98-00123

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s Motion to Reject Certain Provisions of Interconnection Agreement. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,


Guy M. Hicks

GMH:ch
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: Petition of NEXTLINK TENNESSEE LLC for Arbitration of
Interconnection with BellSouth Telecommunications, Inc.

Docket No. 98-00123

BELLSOUTH TELECOMMUNICATIONS, INC.'S
MOTION TO REJECT CERTAIN PROVISIONS
OF INTERCONNECTION AGREEMENT

I. INTRODUCTION

Pursuant to 47 U.S.C. § 252(e)(1), BellSouth Telecommunications, Inc. ("BellSouth") respectfully moves that the Tennessee Regulatory Authority ("Authority") reject two provisions in the interconnection agreement between BellSouth and NEXTLINK Tennessee, Inc. ("NEXTLINK") that has been submitted to the Authority for approval. These two provisions concern the definition of local traffic (General Terms and Conditions – Part B) and the terms for multiple tandem interconnection (Attachment 3, Section 3.9.3.). Because these provisions do not comply with the standards for approval set forth in 47 U.S.C. § 252(e)(2), the Authority should reject these provisions.

A. DISCUSSION

A. Standard Of Review

Section 252(e)(1) of the Telecommunications Act of 1996 ("1996 Act") provides that any agreement reached through negotiation or arbitration must be submitted to the state commission for approval. In determining whether to approve or reject the agreement, two different standards apply depending on whether the agreement was negotiated or arbitrated. The state commission may reject an arbitrated agreement (or a portion thereof) only if "the agreement does not meet

FILE

the requirements of Section 251 of this title, including the regulations prescribed by the Commission pursuant to Section 251 of this title, or the standards set forth in subsection (d) of this section.” 47 U.S.C. § 252(e)(2)(B). By contrast, the state commission may only reject a negotiated agreement if “(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.” 47 U.S.C. § 252(e)(2)(A). As to either type of agreement, the state commission “to which an agreement is committed shall approve or reject the agreement, with written findings as to any deficiencies.” 47 U.S.C. § 252(e)(1).

B. The Agreement Contains A Definition Of “Local Traffic” That Is Inconsistent With The Requirements Of Section 251 Of The 1996 Act.

The Interconnection Agreement between BellSouth and NEXTLINK (“Agreement”) defines “Local Traffic” as:

any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (“EAS”) exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A.3 of BellSouth’s General Subscriber Service Tariff. *Consistent with the Tennessee Regulatory Authority’s decision in Docket 98-00118, traffic that originated from or terminates to an enhanced service provider or information service provider shall be treated as Local Traffic for purposes of reciprocal compensation.*

General Terms and Conditions – Part B (Exhibit A) (emphasis added). This definition was inserted to comply with the decision of the Arbitrators that reciprocal compensation should be paid for traffic to and from information service providers or enhanced service providers. First Order of Arbitration Award, Docket No. 98-00123, at 15 (May 18, 1999).

The “Local Traffic” definition in the Agreement is contrary to the requirements of Section 251 because calls to the Internet through Internet Service Providers (“ISPs”), which are a subset of enhanced service providers, do not “terminate” at the ISP. The Federal

Communications Commission (“FCC”) has made this point abundantly clear. See Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic*, 14 FCC Rcd 3689, 3697 ¶ 12 (Feb. 26, 1999) (“*Declaratory Ruling*”). In its *Declaratory Ruling*, the FCC held as a matter of federal law that Internet-bound calls “do not terminate at the ISP’s local server ... but continue to the[ir] ultimate destination or destinations, specifically at a[n] Internet website that is often located in another state.” *Id.* The definition of “Local Traffic” in the Agreement is inconsistent with federal law on this point.

The “Local Traffic” definition also is inconsistent with federal law in that it embodies the “two-call” theory adopted by the Authority in Docket 98-00118, *Petition of Brooks Fiber to Enforce Interconnection Agreement and For Emergency Relief*, which the FCC has expressly rejected. In Docket 98-00118, the Authority held that calls to the Internet through ISPs are local, not interstate. The Authority reached this conclusion because it mistakenly believed that, under FCC precedent, an Internet communication involves two separate calls: (1) a local telephone call from the end user that terminates at the ISP; and (2) a wholly separate “information service” communication from the ISP to the various Internet host site(s) that the end user chooses to visit. However, less than six months after the Authority released its final order in Docket 98-00118, the FCC issued its *Declaratory Ruling*, which flatly rejected the Authority’s “two-call” theory. Relying upon long-established precedent, the FCC explained that Internet-bound communications do not entail two separate calls; rather they involve a single communication from the end-user through the ISP and on to the Internet site(s) the end-user wants to access. *Declaratory Ruling*, ¶¶ 10-12.

The statutory duty to pay reciprocal compensation under Section 251(b)(5) of the 1996 Act does not extend to Internet-bound traffic. Because Internet-bound calls do not “terminate” at the ISP and are interstate in nature, such traffic cannot fall under the statutory definition of local traffic – that is, a communication that both originates and terminates in the same local calling area. As the FCC explained:

[S]ection 251(b)(5) of the Act and our rules promulgated pursuant to that provision concern inter-carrier compensation for interconnected *local* telecommunications traffic. We conclude in this Declaratory Ruling, however, that ISP-bound traffic is *non-local* interstate traffic. Thus, the reciprocal compensation requirements of section 251(b)(5) of the Act and ... of the Commission’s rules do not govern inter-carrier compensation for this traffic.

Declaratory Ruling, ¶ 26, n.87 (second emphasis added).

To be sure, the FCC purported to authorize state commissions in an arbitration to subject ISP-bound traffic to the payment of reciprocal compensation, at least on an interim basis, even though not required by Section 251(b)(5). *See Declaratory Ruling*, ¶ 26 (“A state commission’s decision to impose reciprocal compensation obligations in an arbitration proceeding – or a subsequent state commission decision that those obligations encompass ISP-bound traffic – does not conflict with any Commission rule”).¹ However, the FCC did not mandate that state commissions do so. *Id.* (“By the same token, in the absence of governing federal law, state commissions also are free not to require the payment of reciprocal compensation for [ISP-bound] traffic and to adopt another compensation mechanism”).

¹ Because ISP-bound traffic is “non-local interstate traffic” not governed by the reciprocal compensation requirements of Section 251(b)(5) of the 1996 Act or the FCC’s rules, *Declaratory Ruling*, ¶ 26, n.87, BellSouth submits that the establishment of an inter-carrier compensation mechanism for ISP-bound traffic is not properly the subject of arbitration under the 1996 Act. Although the FCC purported to empower state commissions to regulate ISP-bound traffic in the context of Section 252 arbitration, the FCC’s authority to do so is being challenged in court. *See Bell Atlantic Telephone Companies, et al. v. FCC*, Action No. 99-1094 (D.C. Cir. March 8, 1999).

The Authority should recognize that the Arbitrators did not have the benefit of the FCC's views, since the NEXTLINK arbitration hearings predated issuance of the FCC's *Declaratory Ruling*. As a result, the parties did not present, and the Arbitrators did not consider, alternative interim inter-carrier compensation mechanisms for ISP-bound traffic. Likewise, much has happened in the local market in Tennessee since the NEXTLINK arbitration hearings, not the least of which has been the distortion in competition for ISP customers as opposed to other business or local customers caused by the payment of reciprocal compensation for ISP-bound traffic. This is evidenced by the dramatic increase in ISP minutes of use in Tennessee over the past year, while local minutes of use have remained relatively flat. *See, e.g., Rebuttal Testimony of Alphonso Varner*, Docket 99-00430, Rebuttal Exhibit AJV-1 (Oct. 25, 1999).

The Authority also should recognize that the establishment of an appropriate inter-carrier compensation mechanism for ISP-bound traffic is presently pending before the FCC and is an issue in two arbitrations presently pending before the Authority, Docket 99-00377 (ICG) and Docket 99-00430 (DeltaCom). The Authority should not approve a provision in an interconnection agreement between BellSouth and NEXTLINK mandating the payment of reciprocal compensation for ISP-bound traffic when the FCC and this agency may establish a different compensation mechanism.

Under the circumstances, the Authority should reject the definition of Local Traffic in the Interconnection Agreement between BellSouth and NEXTLINK. The Authority should direct the parties to negotiate a Local Traffic definition consistent with the 1996 Act and to devise an inter-carrier compensation mechanism for ISP-bound traffic that at the very least takes into account whatever compensation mechanism the FCC and this agency may ultimately adopt.

C. The Agreement Contains Terms For Multiple Tandem Access Interconnection That Are Inconsistent With The Public Interest.

The Agreement contains language outlining the terms and conditions for Multiple Tandem Access (“MTA”) interconnection. *See* Attachment 3, Section 3.9.3 (Exhibit B). MTA allows NEXTLINK to establish a point of interconnection at a single BellSouth access tandem or, at a minimum, less than all of BellSouth’s access tandems. This was not an arbitrated issue, and BellSouth is ready and willing to provide NEXTLINK with MTA interconnection. However, the language in Section 3.9.3 on MTA interconnection inadvertently omits critical language making clear that interexchange access traffic will not be routed through multiple access tandems. This omission is significant because routing interexchange access traffic through multiple access tandems can delay transmissions and degrade the quality of service provided to interexchange carriers, is inconsistent with BellSouth’s access tariffs, and, in any event, is not technically feasible. Because the language in Section 3.9.3 does not make clear that BellSouth will not route interexchange access traffic through multiple access tandems, the Authority should reject such language as inconsistent with the public interest.

The circumstances surrounding how Section 3.9.3 came to be included in the parties’ interconnection agreement is set forth in detail in the Affidavit of Ida Bourne (Exhibit C), one of the BellSouth managers involved in negotiating the agreement with NEXTLINK. As Ms. Bourne explains, BellSouth proposed language making clear that, if NEXTLINK were to elect MTA interconnection, NEXTLINK must establish an interconnection point at all BellSouth access tandems where NEXTLINK’s NXXs are “homed” in order for switched access service traffic to be terminated to an interexchange carrier (“IXC”). Borne Affidavit ¶¶ 3-4. This language was part of a proposal on MTA interconnection that BellSouth provided to NEXTLINK in November 1997. Borne Affidavit ¶ 5.

In January 1998 NEXTLINK submitted to BellSouth a draft agreement that had an alternative proposal on MTA interconnection which omitted the language making clear that interexchange access traffic would not be routed through multiple access tandems. NEXTLINK's language was unacceptable to BellSouth, and NEXTLINK was advised to reinstate BellSouth's original language. Rather than doing so, however, NEXTLINK retained its proposed language and, in the next draft agreement circulated to BellSouth, removed the bolding from NEXTLINK's proposed language, suggesting that it had been agreed to by BellSouth, which was not the case. Unfortunately, BellSouth overlooked this omission and did not realize that NEXTLINK had failed to make BellSouth's requested changes. Bourne Affidavit ¶¶ 6-8.

The omission of language making clear that interexchange access traffic will not be routed through multiple access tandems is significant because such routing can delay transmissions and degrade the quality of service provided to interexchange carriers. At divestiture, BellSouth and all other Regional Bell Operating Companies constructed their networks so that IXC traffic could not be routed through more than one access tandem to ensure that all IXCs were provided with the same quality switched access service. In this way, it was impossible for one carrier's traffic to be routed through a single access tandem, while another carrier's traffic was routed through two or three tandems. Bourne Affidavit ¶ 9.

The concept of routing access traffic through a single access tandem is clearly embodied in BellSouth's access tariffs. For example, Section 6.2.4(A)(4) of BellSouth's FCC Tariff No. 1 provides as follows: "When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed." Similar language is contained within BellSouth intrastate access tariffs. Bourne Affidavit ¶ 10.

Consistent with the terms of BellSouth's access services and as a result of its network design, it is not technically feasible for BellSouth to route switched access traffic through multiple access tandems even if BellSouth were inclined to do so. For example, many switches are not capable of allowing tandem to tandem routing of access traffic. While there is a feature that can be added to one type of switch to permit multiple tandem routing, this switch is not equipped with the feature in BellSouth's network, and BellSouth has never tested it to ensure that class features (e.g., call return, etc.) and transmission quality are not negatively affected by its use. Bourne Affidavit ¶ 11.

Since BellSouth discovered the omission of the critical language concerning MTA interconnection, BellSouth has diligently attempted to resolve this matter with NEXTLINK without the involvement of the Authority. BellSouth has written numerous letters to NEXTLINK seeking an amicable resolution of the issue. Bourne Affidavit ¶ 12. While BellSouth does not believe that NEXTLINK intentionally omitted the critical language in question, for whatever reason, NEXTLINK has declined to date to change this language or to negotiate mutually acceptable language to address BellSouth's concerns. NEXTLINK has never explained its reasons for not doing so. Bourne Affidavit ¶ 13.²

² In a final attempt to resolve this matter without the Authority's involvement, BellSouth contacted counsel for NEXTLINK on December 1, 1999 in order to arrange a conference call to discuss the issue. BellSouth was advised on December 2, 1999, that NEXTLINK's counsel was not available until Tuesday, December 7, which, of course, is the day the Authority is expected to consider approval of the parties' interconnection agreement. As a result, BellSouth had no choice but to bring this issue to the attention of the Authority. While BellSouth conceivably could have refused to execute the agreement until the MTA issue had been resolved, BellSouth was focused only on the arbitrated issues. Furthermore, BellSouth reasonably believed that it could resolve the MTA language to the satisfaction of both parties. Unfortunately, that has not been the case. Bourne Affidavit ¶¶ 14-15.

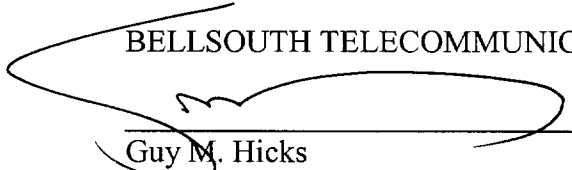
BellSouth stands ready, willing and able to provide NEXTLINK with MTA for the purposes of interconnection with BellSouth's network consistent with the terms of BellSouth's access tariffs. However, the Authority should reject the language currently in the parties' Agreement as inconsistent with the public interest and direct the parties to negotiate mutually acceptable language that permits NEXTLINK to avail itself of MTA interconnection without the routing of interexchange access traffic through multiple access tandems.

III. CONCLUSION

For the foregoing reasons, the Authority should reject the language defining Local Traffic (General Terms and Conditions) and setting forth the terms of Multiple Tandem Access Interconnection (Attachment 3, Section 3.9.3). The Authority should direct BellSouth and NEXTLINK to negotiate mutually acceptable language consistent with this motion and resubmit such language promptly to the Authority for approval.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.



Guy M. Hicks
Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

R. Douglas Lackey
Bennett L. Ross
W. Peachtree Street, Suite 4300
Atlanta, Georgia 30375

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. Consistent with the Tennessee Regulatory Authority's decision in Docket 98-00118, traffic that originated from or terminates to an enhanced service provider or information service provider shall be treated as Local Traffic for purposes of reciprocal compensation.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlement amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to Terminating Party Pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide NEXTLINK interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

- 1.1 Local Traffic: Local traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary shall be defined as toll traffic. In no event shall the local traffic area for purposes of local call termination billing between the parties be decreased.
- 1.2 Interconnection Points. Local interconnection shall be available at any technically feasible point within BellSouth's network, including, at minimum, the following points:
 - 1.2.1 Line-side of local switch;
 - 1.2.2 Trunk-side of local switch;
 - 1.2.3 Trunk interconnection points for tandem switch;
 - 1.2.4 Central office cross-connect points;
 - 1.2.5 Out-of-band signal transfer points;
 - 1.2.6 Applicable unbundled Network Element points, and any other technically feasible point, including SLCs and vaults.
 - 1.2.7 Pursuant to Section 6 of the Agreement, requests for interconnection at other points may be made through the Bona Fide Request process set forth in Attachment 10.
- 1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party shall report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and NEXTLINK shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

- 1.3.1 Audits. On thirty (30) days written notice, each party shall provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and NEXTLINK shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate NEXTLINK traffic terminated by BellSouth over the same facilities, NEXTLINK shall provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff shall apply to NEXTLINK. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor shall be used for application and billing of local interconnection and intrastate toll access charges.
- 1.5 Unidentified Local Traffic. Whenever BellSouth delivers traffic to NEXTLINK for termination on the NEXTLINK's network, if BellSouth cannot determine whether the traffic is local or toll, BellSouth shall apply the percentages associated with identifiable local and toll traffic to the unidentified local traffic. BellSouth shall make appropriate billing adjustments if NEXTLINK can provide sufficient information for BellSouth to determine whether unidentified traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that NEXTLINK cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and to NEXTLINK.
- 1.6 Transit Traffic at the Local Tandem. BellSouth shall provide tandem switching and transport at local tandems where NEXTLINK has established a point of interconnection for the purposes of the termination of local traffic between NEXTLINK and other telecommunications carries having a point of interconnection with BellSouth at the same local tandem or other local tandems within the same Local Calling Area. Where an agreement is required by a third party telecommunications service provider, NEXTLINK shall be responsible for coordinating with such third

party telecommunications service provider to establish the terms by which traffic shall be exchanged.

- 1.6.1 Upon the execution of this Agreement, BellSouth and NEXTLINK shall immediately commence using their best efforts to expedite implementation of this arrangement.
- 1.6.2 NEXTLINK must install two way trunking for this service and shall direct traffic to be terminated to BellSouth's network or to other carriers over said two way trunks. BellSouth shall route all transit traffic from other carriers to NEXTLINK over said two way trunks. BellSouth shall not charge any other carrier or customer for said two way trunks.
- 1.6.3 The local tandem must be equipped with the recording and billing capacity to measure third party traffic. At NEXTLINK's request, BellSouth shall identify all such local tandems. BellSouth shall notify NEXTLINK promptly when a local tandem becomes equipped with this capacity so that NEXTLINK can request any necessary facilities changes (e.g., local tandem trunk translations, trunk augmentations).
- 1.6.4 BellSouth may develop a rate to recover its costs of notifying NEXTLINK of NXXs that are homed off the local tandem. Any such rate shall be assessed when a new NXX code for a transiting carrier is activated in the local tandem. The rate contemplated, if any, shall be developed pursuant to the appropriate cost recovery methodology adopted by the state regulatory body. If the Parties cannot agree on the appropriate rate to be charged, either Party may utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 1.6.5 The tandem interconnection charges as set forth in Attachment 12 shall apply.
- 1.6.6 NEXTLINK may request that BellSouth provide such intermediary tandem switching services at local tandems where the local tandem is not, as of the date of this Agreement, technically capable of providing such services. In such cases, NEXTLINK shall pay BellSouth its pro rata share of the reasonable costs, if any, associated with accelerating the deployment of necessary software.
- 1.7 Mutual Provision of Access Service. When BellSouth and NEXTLINK provide an access service connection between an interexchange carrier ("IXC") and each other, each party shall provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party shall bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge shall be billed by the party providing the end office function. BellSouth shall use the Multiple

Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods shall be employed for these arrangements. The recording party shall provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company shall provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

- 1.8 Rates. Rates for interconnection of local traffic on the BellSouth network, as described in this Section, are set out in Attachment 12. Compensation for interconnection shall be reciprocal, as set out in Section 8 below, and shall reflect the fixed and non-recurring costs incurred.

2. Exchange of IntraLATA Toll Traffic

Exchange of intraLATA toll traffic between BellSouth and NEXTLINK networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic, as defined in Section 1.1 above.
- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party shall pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff. Provided, however, that NEXTLINK may apply its own access tariffs upon applicable commission approval.
- 2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements (or NEXTLINK's access service rate elements where approved by a commission per above) on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges shall be determined by the routing of the call. If NEXTLINK is the BellSouth end user's presubscribed interexchange carrier, or if the BellSouth end user uses NEXTLINK as an interexchange carrier on a 10XXX basis, BellSouth shall charge NEXTLINK the appropriate tariff charges for originating network access services. If BellSouth is serving as NEXTLINK end user's presubscribed interexchange carrier or if NEXTLINK's end user uses BellSouth as an interexchange carrier on a 10XXX basis, NEXTLINK shall charge BellSouth the appropriate BellSouth tariff charges for originating

network access services or NEXTLINK's access service rate elements where approved by a commission per above.

2.4 Additional Interconnection. To the extent NEXTLINK provides intraLATA toll service to its customers, it may be necessary for it to interconnect at additional interconnection points, i.e. end offices, local tandems, or access tandems. Such interconnection shall not be on a reciprocal basis.

2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

2.6 800 Access Screening. Should NEXTLINK require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. NEXTLINK shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. NEXTLINK will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

3. Methods of Interconnection

3.1 Upon NEXTLINK's request, BellSouth shall provide interconnection between BellSouth Network Elements provided to NEXTLINK and NEXTLINK's network at transmission rates designated by NEXTLINK, including, but not limited to DS1, DS3 and STS-1.

3.2 Traffic shall be combined and routed as follows:

3.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services and other services that may require special routing) and, at NEXTLINK's request, BellSouth shall allow NEXTLINK to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth end office.

3.2.2 At NEXTLINK's request, BellSouth shall receive NEXTLINK traffic destined to BellSouth Operator Systems Network Element, on trunks from a NEXTLINK end office or a NEXTLINK tandem.

- 3.2.3 At NEXTLINK's request, BellSouth shall receive NEXTLINK CAMA-ANI (Centralized Automatic Message Accounting – Automatic Number Identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a NEXTLINK end office.
- 3.2.4 BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers to NEXTLINK through the BellSouth network, and at NEXTLINK's request, BellSouth shall record and keep records of such traffic for NEXTLINK billing purposes.
- 3.3 The parties agree to implement the most efficient trunking arrangement to exchange all traffic. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service.
- 3.3.1 BellSouth and NEXTLINK shall use their best efforts to implement the most efficient interconnection architecture on a going forward basis. The parties agree to meet every six months for the duration of this Agreement, commencing with the Effective Date, to analyze the trunk recording capabilities and define the administration M&Ps by which efficient interconnection shall be properly implemented. When these M&Ps are agreed to by the parties, BellSouth and NEXTLINK shall utilize two-way trunks for origination and termination of local and intraLATA traffic.
- 3.4 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in this Agreement.
- 3.5 At NEXTLINK's request, BellSouth shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.
- 3.6 BellSouth and NEXTLINK shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXC's. These trunk groups can be provided in a "meet point" arrangement.
- 3.7 Interconnection shall be made available upon NEXTLINK's request at any technically feasible point of interface. All trunk interconnections shall be provided, including SS7, MF, DTMF, Dial Pulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary to provide interim number portability.
- 3.8 Trunk Interface Requirements.
- 3.8.1 B911/E911Trunks. If a municipality has converted to E911 service, NEXTLINK shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to

tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, NEXTLINK shall alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call shall be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is at parity to BellSouth's handling of 911 calls from its customers.

3.8.2 Local Switch and Access Tandem Trunks.

3.8.2.1 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by NEXTLINK.

3.8.2.2 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At NEXTLINK's request, MF trunks may be substituted for SS7 trunks where applicable.

3.8.2.3 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

3.8.3 BellSouth Operator Services Trunk.

3.8.3.1 For traffic from BellSouth's network to NEXTLINK for Operator Services, BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.

3.8.3.2 BellSouth shall provide such trunks as one-way trunks from BellSouth network to the NEXTLINK network.

3.9 Trunking Options. Each of the following trunking arrangements shall be available at NEXTLINK's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible.

3.9.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to NEXTLINK and NEXTLINK's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for NEXTLINK's one-way trunk group to BellSouth and BellSouth's one-way trunk group to NEXTLINK for terminating traffic. NEXTLINK may order this trunk group to any switch in the BellSouth network, including end office switches.

3.9.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to NEXTLINK and NEXTLINK's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby

ALECs can route calls from the network of other ALECs; IXC's, ITC's, Wireless Carriers, etc., on a single two-way trunk group. NEXTLINK may order this trunk group to any switch in the BellSouth network which has recording capability.

- 3.9.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for NEXTLINK's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXC's, ITC's, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group).
- 3.9.4 This interconnection to the local tandem will be provisioned as two one way trunk groups or as a two way trunk group, at NEXTLINK's option. This interconnection is for NEXTLINK's terminating local traffic to BellSouth end offices within the local calling area served by this local tandem, and likewise BellSouth will terminate local traffic from these end offices to NEXTLINK.

4. Charges for Two-Way Trunk Groups

Nonrecurring and recurring charges for two-way trunk groups shall be pro rated based upon the percentage of traffic carried over a particular trunk group. If that percentage cannot be determined, the costs of providing such trunking shall be shared equally by the Parties, subject to subsequent true-up based on the amount of traffic actually carried over such trunk groups.

5. Network Design and Management for Interconnection

- 5.1 Network Management and Changes. BellSouth shall work cooperatively with NEXTLINK to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth shall provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 5.2 Interconnection Technical Standards. The interconnection of all networks shall be based upon accepted industry/national guidelines for

transmission standards and traffic blocking criteria. The Parties shall meet to establish how such standards shall apply. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, SS7 connectivity is required at each interconnection point. BellSouth shall provide out-of-band signaling and in-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

- 5.3 Quality of Interconnection. Interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to NEXTLINK shall be at least equal in quality to that which BellSouth provides to itself, any subsidiary or affiliate, or to any other party to which BellSouth provides local interconnection. BellSouth shall engineer all local calls, whether switched at BellSouth end offices or tandems, at transmission levels designed to enable NEXTLINK to provide service at parity to that which BellSouth provides BellSouth end users. The Parties shall cooperate in developing reporting standards to ensure parity interconnection.
- 5.4 Network Management Controls. The Parties shall meet quarterly to develop and implement sound network management principles and controls, such as call gapping, to alleviate or prevent network congestion, and ensure that NEXTLINK traffic traversing the BellSouth network does not experience greater blocking than BellSouth traffic traversing the network.
- 5.5 Common Channel Signaling. BellSouth shall provide LEC-to-LEC Common Channel Signaling ("CCS") to NEXTLINK, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions, except for call return. BellSouth shall provide all CCS signaling parameters, including automatic number identification ("ANI"), originating line information ("OLI"), calling company category, charge number, etc. All privacy indicators shall be honored, and BellSouth shall cooperate with NEXTLINK on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 5.6 Forecasting Requirements.

- 5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.
- 5.6.2 Both parties shall meet every three months, or at otherwise mutually agreeable intervals, for the purpose of exchanging non-binding forecasts of their traffic and volume requirements for the interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement.
- 5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies could be a face-to-face meeting, video conference or audio conference. It could be held regionally or based on some other geographic area. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast, or portions thereof, should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations where the traffic load is expected to increase significantly, thus affecting the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 10 of the General Terms and Conditions of this Agreement.
- 5.6.4 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider"), or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement, may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set

forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7 Call Information. BellSouth shall provide NEXTLINK with the proper call information, *i.e.*, originated call company number and destination call company number, CIC and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. **Parity in Ordering and Provisioning**

BellSouth shall provide interconnection ordering and provisioning services to NEXTLINK at parity to the ordering and provisioning services BellSouth provides to itself, its affiliates, other telecommunications carriers, and BellSouth end users. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Ordering Guide for CLECs.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity, meaning that NEXTLINK customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, BellSouth shall ensure that NEXTLINK local service customers shall experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. **Reciprocal Compensation**

- 8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on BellSouth's and NEXTLINK's network. The Parties shall bill each other for transport and termination at the rates set forth in Attachment 12 or, for service elements not encompassed by Attachment 12, at the rates set forth in applicable Switched Access tariffs or as otherwise agreed by the Parties.
- 8.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network shall be excluded from any BellSouth billing guarantees. Such traffic shall be delivered at the rates stipulated in this Agreement or by tariff to a terminating carrier. BellSouth shall not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier shall be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, NEXTLINK shall compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

***In re: Petition of NEXTLINK TENNESSEE LLC for Arbitration of
Interconnection with BellSouth Telecommunications, Inc.***

Docket No. 98-00123

AFFIDAVIT

Comes the affiant, Ida Bourne, and being duly sworn, deposes and says:

1. I am Ida Bourne, Manager, Interconnection Services Pricing at BellSouth Telecommunications, Inc. ("BellSouth"). In that role, I am responsible for negotiations for Interconnection Agreements between BellSouth and Competitive Local Exchange Carriers. ("CLECs"), including NEXTLINK Tennessee, Inc. ("NEXTLINK").

2. I began employment with BellSouth in 1969 as a Directory Assistance Operator in Orlando, Florida. In 1992, I transferred to the Pricing/Regulatory department in Atlanta, Georgia, and held various positions in that department prior to my current responsibilities in the Interconnection Customer Business Unit of BellSouth.

3. I was involved in negotiating a new interconnection agreement with NEXTLINK beginning in 1997. As part of those negotiations, I sent an e-mail to Dana Shaffer and Dan Waggoner, attorneys for NEXTLINK, on October 29, 1997 with BellSouth's proposed language concerning the various trunking alternatives that were available, including multiple tandem access ("MTA"). BellSouth's proposed language concerning multiple tandem access was as follows:

Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for NEXTLINK's terminating **local and intralata toll** traffic, BellSouth's terminating **local and intralata toll** traffic, and transit traffic to and from other ALECs, IXC's, ITC's, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, and/or super group). **The only restriction to this arrangement is that all of the CLEC's NXXs must be associated with these access tandems, otherwise the CLEC must interconnect to each tandem where an NEXTLINK's is "homed" for transit traffic switched to and from and IXC."**

4. The last sentence of the shaded language set forth above was designed to make clear that, in order for NEXTLINK's originating switched access service traffic to be terminated to an interexchange carrier ("IXC"), NEXTLINK must establish Points of Interconnection at all BellSouth access tandems where its NXXs are homed. A "homing" arrangement is defined by a "final" trunk group between the BellSouth tandem and the CLEC end office switch. A "final" trunk group is the last choice telecommunications path between the tandem and the end office switch. It is the CLEC's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). As is discussed later in this affidavit, this language is necessary to ensure that BellSouth provides switched access to interexchange carriers consistent with its switched access tariff.

5. On November 5, 1997, I received a list of unresolved issues from NEXTLINK. The issue of the various methods of interconnection appeared on page 8. Although there was no substantive information included on MTA, the issues list did reflect that BellSouth's proposal had been sent to NEXTLINK on October 29, 1997.

6. On January 8, 1998, I received a black-line version of the local interconnection attachment from NEXTLINK. In this version, the provisions to which the parties had not agreed were highlighted in bold, including Section 3.9.3 on page 8 concerning multiple tandem access.

The MTA language proposed by NEXTLINK was not acceptable to BellSouth because it omitted the language set forth as shaded in paragraph 3.

7. On January 22, 1998, the parties met to discuss the proposed interconnection agreement. BellSouth's position on NEXTLINK's proposed language for multiple tandem access was discussed, and NEXTLINK was advised that its proposal was unacceptable and that the original language proposed by BellSouth on October 29, 1997 should be reinstated.

8. On January 26, 1998, I received another draft of the interconnection agreement from Patricia Raskin, an attorney representing NEXTLINK. The language on multiple tandem access in Section 3.9.3 was not bolded, even though it had not been changed as requested by BellSouth. The removal of the bolding suggested that it had been agreed to by BellSouth, which was not the case. Unfortunately, in attempting to conclude the negotiations, I overlooked this omission and did not understand that NEXTLINK had failed to make BellSouth's requested changes concerning the MTA language.

9. The omission of the language requested by BellSouth is significant because routing access traffic through multiple access tandems can delay transmissions and degrade the quality of switched access service provided to interexchange carriers. At divestiture, BellSouth and all other Regional Bell Operating Companies constructed their networks so that IXC traffic could not be routed through more than one access tandem to ensure that all IXCs were provided with the same quality switched access service. Eliminating any possibility of routing traffic through multiple tandems made it impossible for one carrier's traffic to be routed through a single access tandem, while another carrier's traffic was routed through two or three tandems.

10. The concept of routing traffic through a single access tandem is clearly embodied in BellSouth's access tariffs. For example, Section 6.2.4(A)(4) of BellSouth's FCC Tariff No. 1

provides as follows: "When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed." Similar language is contained within BellSouth intrastate access tariffs.

11. Consistent with the terms of BellSouth's access services and as a result of its network design, it is not technically feasible for BellSouth to route switched access traffic through multiple access tandems even if BellSouth were inclined to do so. For example, Lucent 1A switches, and to the best of my knowledge as well Nortel DMS switches, are not capable of allowing tandem to tandem routing of access traffic. While there is a feature that can be added to a Lucent 5E switch to permit multiple tandem routing, BellSouth's 5E switches are not equipped with this feature, and BellSouth has never tested it to ensure that class features (e.g., call return, etc.) and transmission quality are not negatively affected.

12. In the summer of 1999, BellSouth discovered the omission of the shaded language set forth above from BellSouth's interconnection agreements with NEXTLINK. BellSouth promptly brought this issue to NEXTLINK's attention and requested that the parties amend the agreements to include mutually acceptable language concerning MTA. BellSouth wrote NEXTLINK letters on August 23, 1999, September 3, 1999, September 27, 1999, and November 16, 1999 in an attempt to resolve the issue.


13. BellSouth does not believe that NEXTLINK intentionally omitted the language intended to make clear that NEXTLINK's interexchange access traffic would not be carried through multiple access tandems. However, for whatever reason, NEXTLINK has declined to date to change this language or to negotiate mutually acceptable language to address BellSouth's concerns. NEXTLINK has never explained its reasons for not doing so.

14. In a final attempt to resolve this matter without involvement of the Tennessee Regulatory Authority at my direction, David Hitt of BellSouth called Ms. Shaffer of NEXTLINK several times on Wednesday, December 1, 1999 in order to arrange a conference call to discuss the issue. On Thursday, December 2, 1999, Mr. Hitt received a voice mail message from Ms. Shaffer's secretary that Ms. Shaffer was not available for a meeting until Tuesday, December 7, 1999. Because it is my understanding that the NEXTLINK interconnection agreement will be considered for approval by the Authority on December 7, 1999, BellSouth had no choice but to bring this matter to the Authority's attention.

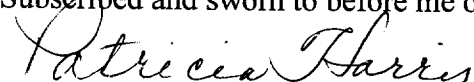
15. In retrospect, BellSouth should have refused to execute the Tennessee interconnection agreement with NEXTLINK until the MTA issue had been resolved. However, in preparing the interconnection agreement for submission to the Authority, BellSouth focused only the arbitrated issues. BellSouth reasonably believed that given the circumstances, BellSouth could resolve the MTA provision to the satisfaction of both parties. Unfortunately, that has not been the case.

16. BellSouth stands ready, willing and able to provide NEXTLINK with MTA for the purposes of interconnection with BellSouth's network consistent with the terms of BellSouth's access tariffs.

Further affiant sayeth not.


IDA BOURNE

Subscribed and sworn to before me on this 3rd day of December, 1999.


Notary Public

My Commission Expires: Oct 2003

CERTIFICATE OF SERVICE

I hereby certify that on December 6, 1999, a copy of the foregoing document was served on the parties of record, via U. S. Mail, postage pre-paid, addressed as follows:

☒ Hand
☐ Mail
☐ Facsimile

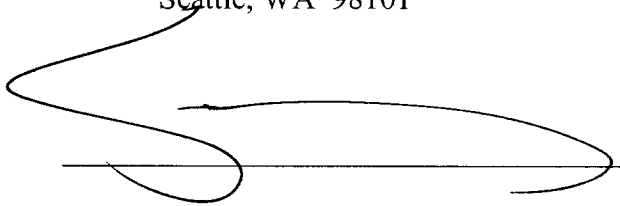
Richard Collier, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500

☒ Hand
☐ Mail
☐ Facsimile

Dana Shaffer, Esquire
NEXTLINK
105 Malloy Street, #300
Nashville, TN 37201

☐ Hand
☐ Mail
☒ Facsimile

Daniel Wagoner, Esquire
Davis, Wright & Tremain
1501 Fourth Ave, #2600
Seattle, WA 98101

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke at the end.